TERMS AND CONDITIONS
For
Installation and Commissioning of Retail Fuel Outlet by Public/Private Sector undertaking Fuel marketing Companies on the COCO (Company Owned Company Operated), COFO (Company Owned Franchises Operated) &CODO (Company Owned Dealer Operated) models with payment of monthly license fee for BMTC commercial space at Mallapura.

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SCHEDULE OF BIDDING PROCESS:

Sl. No	Event Description	Schedule Date
1.	Pre-Bid Conference	**19.08.2026 at 11.00 Hrs,** Mini Meeting Hall, 4th Floor, Central Offices, BMTC, K.H.Road, Shanthinagar Bengaluru-560 027.
2.	Response to Queries latest by	**21.08.2026 at 12.00 Hrs.**
3.	Last date for submission of Bids through **e-procurement**	**18.09.2026 up to 17:00 Hrs.**
4.	**Technical Bid** Opening through e-procurement	**21.09.2026 at 11.00 Hrs.**

I. INVITATION TO BIDS

1. Bengaluru Metropolitan Transport Corporation (BMTC) is the sole Public transport provider for Bengaluru serving urban, sub-urban areas, intends to let out the “commercial space for Installation and Commissioning of Retail Fuel Outlet by Public/Private Sector Undertaking fuel marketing Companies”.

   BMTC intends to grant License for commercial spaces for Installation and Commissioning of Retail Fuel Outlet in order to generate commercial revenues. BMTC is issuing Tender document and inviting Bids from interested Bidders on monthly license fee basis for the establishment/ running & maintaining fuel outlet for the terms & conditions detailed out in this document.

2. **Tender Document:**

   The Bidders are requested to download the Tender Document through e-procurement platform of Karnataka. The Bidders are requested read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority.

   BMTC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. BMTC reserves the rights to cancel, terminate, change or modify this bid process and/or requirements of bidding stated in the tender without assigning any reason or providing any notice and without accepting any liability for the same.

   Any offline bid submission clause in the tender document will not be considered. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time in the e-Procurement platform of Govt of Karnataka. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.

3. Bid Parameter: The selection will be on the basis of highest License fee (H1) payable to BMTC per month. The bidder shall quote offer In Rs_____ per month including GST.

4. Earnest Money Deposit – Refer Annexure.

5. The bidder offering the highest bid amount through the e-procurement process shall be declared the Preferred Bidder for the site, subject to other eligibility and approval acceptance condition by BMTC. The successful bidder shall thereafter enter into an Agreement with BMTC for the allotment and operation of the site in accordance with the terms and conditions of the Tender.

6. The Monthly License fee shall be paid by 5th of every month.

7. An interest free refundable Security Deposit of 06 times monthly License fee shall be deposited at the time of entering into the Agreement. This Security Deposit shall be returned without any interest after completion of agreement period after deducting the dues if any.

8. Delay in payment of monthly license attracts 24% interest per Annum.

9. The amount quoted by the bidder through online tender/ auction is inclusive of all Taxes. The firms have to pay all taxes levied by the Central and State Governments or their agencies or local bodies (except Property Tax).

10. NOC shall be obtained by the selected bidder from all the concerned authorities for the project site in connection with the installation commissioning and operation of fuel outlet at said site at his own cost.

II. BID SUMMARY

S. No	Key Information	Details
Project Details		
1.	**Project**	Installation and Commissioning of Retail Fuel Outlet by Public/Private Sector undertaking Fuel marketing Companies on the COCO (Company Owned Company Operated) COFO (Company Owned Franchises Operated) & CODO (Company Owned Dealer Operated) model with payment of monthly license fee in BMTC commercial spaces.
2.	**Project Site/ Location**	License fee will be calculated based on exact site area handed over to the licensee on pro-rata basis for the site.
3.	**Licensor**	Bengaluru Metropolitan Transport Corporation (BMTC).
4.	**Evaluation of Tender**	The selection will be on the basis of highest License fee quoted per month. The Licensee shall quote offer per month including GST in INR.
5.	**Project Facilities**	Facilities on the Project Site, any other asset comprised therein and / or forming part thereof as on the agreement date and shall include all facilities, services and all assets comprised therein which the licensee may build, provide or procure

		within the Project Site, consistent with Good Industry Practice and the terms of this agreement.
6.	**Mandatory facility**	The licensee shall provide Compound wall of required height along the boundary at its own cost. Wherever the sites are abutting Bus Depot the height of the Compound wall shall be 7 feet.
7	**Development of Guidelines/ Controls**	As per Government/Municipal and any other Statuary Authorities. Including Explosive License and necessary Permissions for each project from the competent authorities.
8.	**Technical Specifications**	As per applicable BIS Codes, National Building Codes and other Indian & International Standards.
Implementation Format		
10	**Agreement Period & Escalation**	The Period of License is 10 (Ten) years. Extendable by 06 (six) years on mutual acceptance. There shall be annual escalation of 7% every calendar year w.e.f 1st of January every year over the license fee of the previous year. However, in the first year the escalation in the license fee shall be limited @ 0.6% per month for every completed month up to 31st December subject to maximum of 7% and subsequently in the same manner during the extension of this License agreement, if any. Example: If the License period commences on or after 01.06.2025, the entire month of June-2025 will be considered for calculating the annual escalation. During any extension or renewal period of this License Agreement, the annual escalation rate shall be 8% over the License Fee applicable for the immediately preceding year."
11	**Gestation Period**:	The selected licensee will be provided with (License fee-free) rent-free gestation period of 03 months from the effective date of agreement. Further an extended period of three months will be provided subject to payment of at 15% of the applicable license fee from the fourth month till the sixth month. The payment of License fee commences after completion of gestation period or the commencement of the business whichever is earlier. The gestation period is provided for developing the space & submission of plans, obtaining approval of plans from BMTC. The space will be provided under “as is where basis is” condition.

Bid Conditions		
12	**Monthly License (Bid Parameter)**	The Licensee shall pay the Monthly License Fee to BMTC during the agreement period of 10 years i.e. the monthly license fee starts from the day of after completion of gestation period or from the date of commencement business whichever is earlier.
13	**Bid Validity**	90 days from the Bid Due Date
14	**Other conditions**	EMD: As per Annexure A .
		Delay in payment of Monthly license attracts 24 % interest per Annum. NOC shall be obtained by the Licensee from all the concerned authorities. The Agreement will be executed within 21 days of issue of LOA.
Bid Submissions separately for each site		
15	**Signing of Agreement**	After selection, a Letter of Allotment (LOA) shall be issued; After receiving the LOA Selected Bidder shall execute the Agreement within 21 days.

III. MAJOR COMPONENTS OF THE PROPOSAL:

The major components of the proposal for setting up of fuel stations on the proposed locations are as follows:

1. The list of 01 location proposed for installation of new fuel outlet are shown at Annexure-A.
2. The Public Sector & Private Sector Under taking fuel marketing Companies can participate in bidding process for installation, operation and maintenance of fuel outlet.
3. The bidder to start the necessary construction works on the proposed location and complete within the stipulated period. If the constructions and establishments of the fuel station is not started within the stipulated period of time, License fee will start immediately after completion gestation period.
4. The successful bidder shall prepare detailed conceptual plan lay out, design, drawing etc. as per provisions of the relevant laws/bye laws governing such constructions for setting up of fuel stations and should take approval and NOC from the concerned Government department or Ministry.
5. The constructions and establishment of fuel outlet should be undertaken as per the guidelines issued by concerned Government departments/statutory authorities.

6. To obtain first hand information on the proposed location the bidders are encouraged to pay a visit to the locations before submitting their bid. The perspective bidders are requested to inform the BMTC Officials regarding their visit well in advance. The bidder must fully familiarize themselves with the local conditions of the site and take them into account while preparing their proposal for participating in the bid.
7. The cost of bidding proposal for the contract including visit to the location and other costs will not be borne by BMTC and also BMTC will in no case be responsible or liable for any such cost regardless of conduct are outcome of bidding process.
8. The fuel outlet must be maintained by the Licensee himself.
9. The License should develop a good, aesthetic landscaping at the each of the location and also maintain it properly.
10. BMTC is not bound to accept any of the bidding proposals submitted and reserves the right to accept or reject any or all the bids without assigning any reasons thereof.
11. The bidder would be liable for disqualification if he :
    a) Has made misleading or false representation or deliberately suppressed the information in any of the submission made by him.
    b) Has record of financial failure / weaknesses or has been black listed or been terminated due to such failure during last TWO years.
    c) Is under a declaration of ineligibility for corrupt and fraudulent practices or debarred from any of the institutions or departments etc.
    d) Has tempered with the bid documents in any manner.

IV. PRE-QUALIFICATION CRITERIA:

1. The Bidder shall be a PSU/Private Sector Fuel Marketing Company.
2. The selected bidder must operate the fuel Station on COCO, COFO & CODO Model.
3. The bidder should be a registered company under Companies Act, 1956 of India. (The copy of registration certificate shall upload).
4. The Bidder should have a registered number of GST/VAT/Sales Tax where his business is located. (Upload scanned copies).
5. The bidder should have experience in Fuel marketing, establishing and running fuel stations across India for the last 5 years.
6. The Bidder should have minimum annual average turnover mentioned in the Annexure-A, at least for 3 years in the Last Five (5) years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 and 2024-2025(upload scanned copy)
7. Tenderer should not have been blacklisted or terminated during the last two years as on the date of submission of the proposals for this tender due to non-fulfillment of the contractual obligations as evidence by imposition of the penalty by any entity or PSU/Gov't agency or judicial pronouncement against the tenderer. A self declaration by the bidder in this regard is to be uploaded.

V. SUBMISSION OF FINANCIAL OFFER :

1. The bidder will have to quote his offer in e- Portal only.
2. The selection will be on the basis of highest rates quoted per month. The Licensee shall quote License fee per month including GST through online tender.

3. The bidder quoting the highest rate per location (H1) shall be declared the successful bidder for such location subject to qualification in technical bid and to the approval of BMTC.
4. The quoted license fee is inclusive of all applicable taxes, cess, levies, and statutory charges, and represents the final amount payable without any deductions whatsoever.

VI. SUBMISSION OF TENDER DOCUMENTS :

The Tenderer shall be submitted through e-Procurement Portal (http://eproc.karnataka.gov.in). Bidder need to register the e-Procurement portal to submit their bids online. The tender document can be viewed free of cost on the e-Procurement Portal.

1. Experience certificate (Work Done Certificate) (self-declaration copy shall uploaded)
2. CA Certificate of Details of financial turnover and net worth.
3. Self Declaration Certificate of not been Blacklisted in the last two years. (As shown in clause IV (7))
4. Self Declaration Certificate of not been Terminated for default in last two years. (As shown in clause IV (7))
5. Address and PAN Card
6. The copy of company registration certificate.
7. Income Tax Returns for any one year of the last 5 years.

VII. OPENING OF TENDERS:

a. The Tenders will be opened online on the due date and time at the Office of Chief Traffic Manager (C), BMTC, Central Offices, Bengaluru – 560027.
b. The commercial bids of the Bidders, who are pre-qualified will only be opened.

VIII. EVALUATION CRITERIA:

1. The offers received from all bidders shall be evaluated in accordance with the criteria specified in the Tender Document.
2. The selection will be on the basis of highest rates quoted per month. The Licensee shall quote offer per month including GST.
3. Minimum License fee is fixed as in Annexure-A for site, subject to fulfilling the pre-qualification criteria.
4. In case more than one Tendering Party’s have quoted the identical rates, for a site, Negotiation will be held with the bidder, who quotes higher rates will be selected.

IX. RESPONSIBILITY OF BIDDER :

c. Preparation of layout drawings and submission of all relevant documents to statutory authorities for obtaining NOCs.
d. Obtaining all required permissions and approvals required for setting up of Retail Fuel Outlet.
e. Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the tender document with full understanding to its implications.

f. Construction of all facilities that are required for establishing a retail Outlet viz., sales building, underground tanks, Dispensing Units, Canopies must be provided by bidder at their cost.
g. All expenses in connection with or incident to the storage, handling sales and distribution of the product through outlet at the said premises should borne by the Licensee only.
h. The Licensee shall be solely responsible for his laborers and himself bear all expense with regard to the operation of outlet and shall promptly pay all taxes, cess, fees to concerned department and also electrical and water bills consumed on the said premises.
i. The Licensee shall install CCTV Camera with high quality/resolution cameras in each of the premises of the locations working at 24X7 Hrs.
j. The bidders are requested to physically verify the sites for their suitability and if any changes are required in the dimensions for obtaining NOC or for ease of doing business or improving the sales potential such changes shall be brought to the notice of the Chief Traffic Manager (Com) so as to make the necessary changes. Decision of the BMTC is final and binding.
k. The Licensee shall adhere to the guidelines issued by concerned department/ professional bodies including Ministry of Petroleum and Natural Gas, Energy Department/ Ecology for installation of fueling stations and other amenities.
l. Licensee shall take necessary permissions from concerned Govt. Authorities / Statutory bodies of Govt. of India/Govt. of Karnataka to set up the fuel station at the proposed locations.

X. RESPONSIBILITY OF BMTC:

1. Furnishing all available documentation viz., Land documents which are required for obtaining NOCs/approvals from statutory authorities. (except E-Khatha and Revenue Dept NOC for Land)
2. BMTC will be giving the available land records of proposed locations on as is condition, makes no representations, covenants or warranties with respect to the locations.
3. Bidder shall make such investigations and inspections of the locations /Premises/ documents and feasibility as it deems necessary, prior to participating in the bidding and it is the sole responsibility of the bidder.
4. The said premises of land shall remain absolute property of BMTC and BMTC may at any time enter the premises to inspect.

XI. GENERAL TERMS AND CONDITIONS:

1. The Licensee should take over the entire responsibility of the setup of fuel station and other operational liabilities as per the guidelines issued from concerned Government Ministry/Departments.
2. The Licensee shall set up, operate and maintain fuel stations, at its own cost and expense, all facilities required for its use of the Premises in accordance with the terms of this agreement. Licensee will finance, design and construct the facilities in compliance with all applicable laws, including Authority regulations and design and construction standards.

3. BMTC reserves right to increase or decrease area by 25%. The area notified in the tender is only an indicative area in sq mtrs/ sq ft. The license fee chargeable is on the actual measured area which will be jointly measured by BMTC civil dept and licensee before entering in to the agreement.
4. The Licensee shall have no rights, title, and interest in the said property or locations and shall not be deemed in exclusive possession of the locations.
5. The Licensee shall obtain all required licenses / permissions from the environmental clearness if required from the concerned authorities as per the applicable law.
6. The Licensee shall be responsible for all losses or damaged to the fuel station, containers and premises. BMTC shall not be responsible in any way for any loss or damage caused to the stock or property belonging to bidder or his staff or representative or user or commuters of the facilities arising from or out of any cause whatsoever
7. The premises shall be used only for the construction, maintenance and operation of facilities of fuel station & Licensee should not carry out any other commercial activities.
8. The Licensee shall obtain all required licenses from the concerned authorities to set up, operate and maintenance of fuel station in the proposed locations.
9. Licensee's operations at the Premises may not include any of the activities involving Hazardous Materials or other materials restricted by any Environmental Laws other than retail sale of petrol, diesel. Lubricants, grease etc and following byelaws & all necessary regulation is sole responsibilities of the bidder
10. The Licensee shall pay monthly cost of Water and Electricity consumed and other applicable statutory Taxes to the concerned authorities.
11. Licensee shall not use or permit the Premises to be used for any other purpose other than those described in tender document, without the prior written approval of BMTC.
12. All property kept, stored or maintained upon the Premises or within the Facilities by Licensee shall be at Licensee's sole risk.
13. Licensee will be responsible for installation of all utility meters (Electric/ water) and for distribution of utilities within the Premises at its own expense.
14. Licensee shall construct or repair, at its own expense, all roadwork, kerb and gutter and other surface improvements within the Premises (On-Site Roadwork) and adjacent to the Premises (Off-Site Road work) in accordance with the law as per requirements with the approval of BMTC.
15. Licensee shall keep the Premises and Facilities in good repair at all times and shall promptly correct any issues or problems.
16. Licensee shall not construct or install, remove and/or modify any of the Facilities on the Premises in any material manner without the prior written approval of the BMTC.

17. The Licensee has to keep fire extinguishers in the premises and maintain adequate and readily accessible fire extinguishers, approved by fire department for the protection of the Premises in accordance with applicable codes and laws and other fire safety procedure permission are to be obtained as per local authorities.

18. The Licensee shall also pay all other fees or taxes payable to State/ Central Government or Municipalities or other Local bodies in connection with conducting intended purpose in the premises.

19. The BMTC shall have right to revoke the License in the event of breach of any of the terms and conditions of this agreement on the part of the Licensee.

20. The Licensee shall have no right to remove any buildings or permanent structures on the proposed locations after the expiration of the term of the agreement period. The permanent structure built by licensee will become the property of the BMTC. No compensation will be paid for the same on expiry of the agreement period.

21. The Licensee shall follow Petroleum Ministry and other statutory bodies guidelines in respect of installation, maintenance of fuel retail outlet activities.

22. The Licensee also agrees for the forfeiture of the security deposit in case of violation of any of the terms and conditions of this agreement of License.

23. The Licensee agrees for the use of assistance of the police too for taking possession of the premises by the Corporation in case the Licensee fails to handover the premises voluntarily. The Licensee agrees not to use any resistance in causing law and order situation in the premises.

24. The Licensee also agrees not to approach the Civil or any other court without the written consent of the BMTC and he expressly understands that the premises licensed are a Public/Private premises coming under the Karnataka Public/Private Premises (eviction to authorized Occupants) Act. BMTC is at liberty to invoke the provisions of the K.P.P Act for breach of any of the conditions.

25. The Licensee agrees that after the expiry of the License, he shall vacant premises voluntarily in peaceful manner and he shall not obstruct area of the BMTC approaching the Civil Court or any other statutory bodies against floating fresh tenders.

26. The Licensee shall not carryout unlawful activities in the said premises and shall not pollute the surroundings or cause nuisance to neighbors.

27. The Licensee shall not engage the child laborers as per the child / labor act and also follow all other labour laws.

28. The Licensee alone shall be responsible for and shall forthwith discharge directly all payments of fees levied and / or charged by Municipal or other Public/Private authorities on account of the conducting business. The party applying for tender shall also be liable for all laws of land including labor law, company’s act, tax deduction liability ESI, CPF Act, Service Tax, VAT, GST etc. and all types of other

relevant fees/taxes to be paid by the Successful bidder to Govt. of India or Govt. of Karnataka as applicable.

29. The Corporation is not liable to pay any compensation in case of death or injury (simple/ grievous) caused to any person engaged by the successful bidder in the fuel stations, customer, guests, or any citizens in the premises. The Licensee is liable to bear all expenses and for payment of compensation in such cases.
30. Upon opening of the fuel station, Licensee will continuously operate the business, carry on the business in good faith, maintain and operate the premises and all improvements located thereon, and carry out the maintenance responsibilities Licensee shall comply with and shall cause its employees, agents to comply with all Authority regulations and directives.
31. Licensee shall maintain the premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris on the Premises. Successful bidder shall make all repairs, replacements and renewals, including repairs for any and all damages to the Premises caused by its employees, customers, or its operation thereon, and shall maintain and repair all equipment thereon, including any buildings and improvements.
32. Licensee shall maintain pavements, landscaping and grounds properly.
33. Proper storage, dispensing and disposal of all flammable and/or hazardous substances in a safe manner in accordance with applicable laws.
34. Keep the Premises free of unlawful obstructions and safety hazards in all times.
35. Licensee shall obtain the BMTC’s prior written consent before making any structural changes to the Premises, or modifications or additions to plumbing, electrical or other utilities.
36. The officers/Supervisors of the BMTC shall have the rights to visit, inspect and supervise successful bidder’s performance in the capacity of corporation’s Licensee.
37. The BMTC shall not be responsible for any loss and/or damage to wear and tear of the equipments if any for any reason whatsoever after or during the contract period in the said premises.
38. The Licensee should adhere to all Acts and laws in force applicable to his business and for any violation of such laws, the sole responsibility lies with the successful bidder.
39. The Licensee shall make no alterations whatsoever to the premises without obtaining written approval from BMTC if approval so granted the alteration shall be made only in accordance with such directions as may be given by BMTC.
40. In case of any permanent structures/ trees of BMTC in the identified land parcel is present, then the Licensee shall reconstruct / relocate the facility in the alternate space as indicated by BMTC local authorities at Licensee’s cost.

41. BMTC may in its absolute discretion and having regard to attending the circumstances consider the request of bidder for additional land on payment of monthly license on pro-rata basis including GST.
43. It is expressly agreed and declared that all existing and future rates, taxes, levies, duties, cess and charges of whatsoever throughout the terms of agreement shall be borne and paid by the bidder only.
44. The Licensee shall ensure that the lighting arrangement with adequate backup facility is provided on the proposed locations. The Licensee shall also ensure that the lighting facility do not cause any inconvenience to the user, neighbors.
45. The Licensee shall ensure that the personnel deployed by it for discharging its obligations under this agreement are of good health, of highest integrity, punctual, well dressed and well behaved.
46. BMTC reserves its right to object to the deployment of any personnel for any reason in which case the person or persons being objected by BMTC shall be removed by the bidder and replaced with suitable persons as per labor law guidelines.
47. BMTC shall not be liable for any misconduct or misdeeds or any act or incidents involving the bidder or any of its personnel in criminal or civil case and the bidder is alone shall be responsible for the consequences and if any such incidents take place, the bidder shall intimate they said incident to the BMTC.
48. The Licensee specifically shall agree that the personnel or staff deployed by it will not in any way claim employment with BMTC.
49. The Licensee shall be solely responsible for any dispute raised by the personnel deployed either during the term and agreement or their after.
50. The Licensee shall have no any objection to the BMTC for granting for any other person or agency the rights to run similar business in the vicinity of the proposed land. BMTC shall have sole right and vested its discretion to allot any land to any of the persons.
51. The Licensee shall abide by the direction given by any departments like petroleum, environmental, health etc., has may be entrusted with the enforcement of the rules and regulations regarding cleanliness, health, sanitation and hygiene.
52. BMTC, reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof.
53. The Licensee agrees for the forfeiture of the security deposit in case of violation of any of the terms and conditions of this agreement of License.
54. The Licensee shall perform their duties in strict compliance with all the applicable laws of central government and state Government of Karnataka, along with the rules and regulations of the duly constituted government authorities in India and shall obtain all licenses, registrations or other approvals, if any required by laws in India in connection with this agreement.
55. No commercial activities shall be permitted at the outlet for operating and maintaining the fuel station unless specifically approved by Bangalore Metropolitan Transport Corporation. In the event such commercial activities are permitted by BMTC, the revenue generated therefrom shall be shared between BMTC and the Operator on mutually agreed terms and conditions

56. The licensee shall remit security deposit and enter into agreement within 21 days of his selection as the successful licensee on payment of requisite stamp duty at his own cost as per Karnataka stamp Act.

XII. EXIT CLAUSE & TERMINATION CLAUSE:

1. The Licensee shall not terminate the license prematurely within 1 (One) year of the beginning of License period/extended period. In case the licensee proposes to terminate the license within one year of the beginning of License period/extended period, the entire Security Deposit will be forfeited. After completion of one year of license period/ extended period the licensee is at liberty to terminate the agreement after giving advance notice of 03 months or payment of the License Fee for the Notice Period in lieu thereof.
2. In the event of premature termination of the contract due to lapses on the part of the Licensee, the BMTC shall have the right to forfeit security deposit and blacklisted for a period of 2 years.
3. In the event of termination of this agreement on account of breach of terms and conditions by the Licensee, the permanent structures will become property of BMTC without any liability or payment of compensation to the Licensee.
4. Licensee will have to fulfill all conditions laid by Laws of State Govt. or Central Govt. concerning to operation and maintenance of fuel station at the locations. In the event of breach of agreement by the Licensee, the Corporation may terminate the contract by giving two-months notice.

XIII. Dispute Resolution System:

a) In case of any dispute or differences arises on the terms and conditions of the tender or contract as the case may be, the matter shall be referred to Managing Director, BMTC, whose decision shall be final and binding on both the parties.
b) If the dispute is not resolved amicably the aggrieved parties are at liberty to approach the Court as per the provisions of the Commercial/civil court Act, at jurisdiction Bengaluru only.

XIV Jurisdiction:

Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru commercial courts only.

XV Indemnity:

The Licensee shall comply with and adhere to all applicable laws, rules & regulations, circular, orders that are applicable in the contract. The Licensee has to indemnify the Licensor, against any kind of claims, damages caused on account of lapses on the part of Licensee of his agents. The Licensee will be liable for any consequences resulting from violation of any such applicable laws.

XVI Insurance

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverage of building structure/employees /customer. BMTC shall not be responsible for any of such insurance. The Licensee shall keep the insurance policies in force and valid throughout the license period.

ANNEXURE –A: Details of location, Area, Economic License Fee, EMD and Turnover

Sl No.	Place	Area in Sqft	Per sqft	ELF (in Rs.) (including GST)	EMD (in Rs.)	Turnover (in Rs.)
1.	Mallapura	21,780	3.92	1,00,746	1,02,454	51,22,680

*Any modifications which may become necessary as a result of the pre-bid meeting shall be made by BMTC exclusively through the issue of an Addendum and not through pre-bid response.

Sd/-
Chief Traffic Manager (Com)
(Tender Inviting Authority)